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AGREEMENT BETWEEN

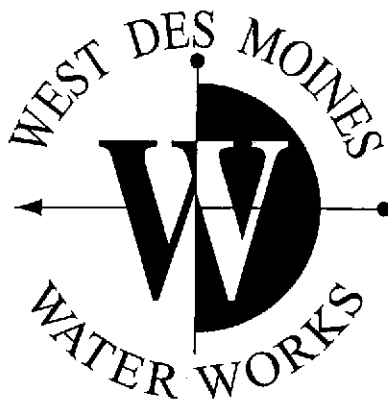
WEST DES MOINES WATER WORKS

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,**

AFL-CIO

LOCAL 3673-15



838

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ARTICLE I

1.1 Agreement

This Agreement is entered into this 1st day of January, 2007, by the West Des Moines Water Works ("Water Works"), and the American Federation of State, County and Municipal Employees Council 61 and Local 3673-15, ("Union").

1.2 Purpose and Intent

The general purpose of this Agreement is to set forth the agreed upon terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the Water Works, the Employees and the Union. The parties also recognize that the interests of the community depend upon the Water Works' success in establishing a proper service to the community. To these ends the Water Works and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

1.3 Definitions

- .1 Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.
- .2 Special requirements and qualifications shall consist only of those requirements and job related knowledge, skills, abilities, or competencies that are:
 - a. appropriate to the job classification of the position;
 - b. necessary for successful performance of the essential duties of the position; and
 - c. of a nature and extent that an individual lacking such "special requirements " and/or "special qualifications" could not acquire them and become proficient in them through reasonable job orientation of a limited duration.
3. Part-time employees shall be those employees regularly scheduled for 79 hours of work or less per two week pay period. Full-time employees are those who are regularly scheduled for more than 79 hours per two week pay period.
4. As used in this agreement, "day" shall mean calendar day, "employee" shall mean bargaining unit employees.

ARTICLE II

RECOGNITION AND UNION SECURITY

2.1 Bargaining Unit

The Water Works hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining for all regular full-time and regular part-time workers of the Water Works excluding administrative and/or managerial employees, professional employees, supervisors, and all employees excluded by Section 4 of the Public Employment Relations Act, as set forth in the Iowa Public Relations Board Order of Certification Case No. 6163.

2.2 Dues Deduction

The Water Works will deduct Union dues from an employee's net pay, if the employee provides a written authorization for the deduction. The authorization for the deduction must be received not less than fifteen (15) days prior to when deductions are to begin. An employee may cancel the deduction of dues after giving the Water Works thirty (30) days notice of the cancellation. Authorizations and cancellations must be signed and dated by the employee.

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Water Works. Deductions shall be made only when the employee otherwise has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance (if applicable). Deductions shall be in such amount as shall be certified to the Water Works in writing by the authorized representative of the Union.

2.3 Transmitting the Dues to the Union

The Water Works shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions. On a monthly basis, and at no cost to the Union, the Water Works shall provide the Union a report, in a format mutually agreed upon, which shows all bargaining unit employee's name, social security number, home address, payroll number and any other information mutually agreed to.

2.4 Hold Harmless

The Union shall hold the Water Works harmless for any liability for compliance with dues deduction authorizations.

2.5 Bulletin Boards

The Union shall be permitted to maintain one-half of the designated bulletin board space in the following locations:

- a) General office
- b) Time clock area at plant

No political campaign literature or material detrimental to the Water Works or the Union shall be posted on the Union bulletin boards. The Union bulletin boards will be maintained on the steward's own time.

2.6 Exclusive Representative

During the term of this agreement the Water Works shall not meet and negotiate with any group of employees or with any other Employee Organization with respect to the terms and conditions of employment covered by this agreement. Nothing in this agreement prevents an employee team working on a project to recommend items as a part of that project, that relate to the terms and conditions of employment covered by this agreement, provided that such recommendations are an incidental aspect of the employee team's work.

2.7 Union Visitation

Upon request to the Water Works, District Council Staff Representatives will be allowed to meet with bargaining unit employees during the employee's non-work time on the Water Works' premises, provided suitable meeting facilities are available and practical.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Purpose

The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible step. The grievance procedure set out in this article shall be exclusive and shall replace any other grievance procedure used for the adjustment of any disputes arising from the application and interpretation of this agreement. However, any bargaining unit employee shall have the right to meet and adjust their individual complaint with the Water Works.

3.2 Definition

A grievance is defined as a timely filed claim by an employee covered by this agreement which alleges that there has been a violation of a provision of this agreement by the Water Works. All references to "days" in this Article shall mean calendar days.

3.3 Steps

Informal

Resolution: The parties recognize that it is best if concerns can be informally resolved. Any employee who has a concern regarding this agreement may attempt to resolve the concern informally with the appropriate supervisor who is designated for this purpose by the Water Works. The employee shall have the option to be accompanied by a Union representative. The supervisor will give his/her oral answer to the concern within five (5) days after the concern was presented to him/her. This informal process is not a requirement before filing a grievance at Step One.

Step One: A grievance will be written, signed by the employee, and submitted to the Superintendent, Assistant General Manager or designee (as appropriate) within fourteen (14) days after the occurrence upon which the grievance is based. The grievance shall specifically state the facts upon which it is based, the section of this agreement alleged to have been violated, the issue involved and the relief sought. Within seven (7) days of the receipt of the written grievance the Superintendent, Assistant General Manager, or designee (as appropriate) will meet with a Union representative (with or without the grievant) in an attempt to resolve the dispute. If a settlement is not reached, the Superintendent, Assistant General Manager, or designee (as appropriate) will provide a written answer to the Union within fourteen (14) days following such a meeting.

Step Two: If the grievance is not settled in Step One and the Union wishes to appeal the grievance to Step Two, the Steward will submit the grievance to the General Manager within fourteen (14) days after receipt of the Step One answer. The General Manager or designee will meet with the Union representative (with or without the grievant) in an attempt to resolve the dispute, within fourteen (14)

days or at a time mutually agreeable to the parties. If settlement is not reached, the General Manager or designee will provide a written answer to the Union within fourteen (14) days following such a meeting.

3.4 Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Union may request arbitration by written notice of arbitration, submitted to the Water Works within thirty (30) days after the receipt of the General Manager's answer in Step Two. The parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, the Union shall promptly request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Second step answers shall be sent by facsimile transmissions, regular U.S. mail, local mail, or hand delivered. The issue as stated in the Second step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

Subject to the availability and convenience of the Water Works and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, with each side having the right to file a post-hearing brief.

3.5 Authority

An arbitrator selected pursuant to the provisions of Section 3.4 shall have no authority or power to amend, modify, nullify, ignore, add to or subtract from any provision of this agreement. The arbitrator's decision shall be based solely upon his/her reasonable interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The arbitrator may not hear more than one grievance, unless the presentation of more than one grievance involving similar facts, issues, and contract provisions is mutually agreed to. No monetary liability shall accrue against the Water Works prior to the date of the occurrence upon which the timely grievance was based. Consistent with these provisions, a decision of the arbitrator shall, if within the scope of the arbitrator's authority and supported by a preponderance of the competent evidence, be final and binding on all parties.

3.6 Expenses

The parties shall each pay one-half of the reasonable expenses, fees, and costs of the arbitrator and hearing room. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Except as provided in Section 8, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The party that is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual consent of the other party shall pay the entire cancellation fee.

3.7 No Interference with Work

It is agreed that any investigation or other handling or processing of any grievance by the employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The Water Works shall solely determine whether an interference has occurred under this paragraph.

3.8 Time Limits

The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee and the Union shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered withdrawn and the grievant and the Union shall be barred from further pursuit. The failure of the Water Works' representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step. Time limits may be extended only by mutual written agreement of the parties.

3.9 Lists

The Chapter Chair shall provide to the General Manager a written list setting forth the names of Union representatives. The Water Works shall provide the Union with a list of supervisors to contact on grievance matters.

ARTICLE IV

SENIORITY

4.1 Definition

Seniority means an employee's length of continuous service in a regular full-time or part-time position with the Water Works since his/her date of hire. Service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and continuous to the appointment to a regular position in the collective bargaining unit. A new employee shall serve a probationary period of six (6) months.

After four (4) months, temporary employees shall be considered part of the bargaining unit. Part-time employees shall accrue seniority based on hours worked. See definition 1.3.3.

In the event two (2) employees have the same original date of employment, seniority rank shall be determined by inspection of the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee shall lose seniority when the employee resigns, retires, is discharged, has been on an unpaid leave of absence for 12 months or more, has been laid off and is no longer eligible for recall, or fails to return from a leave when the leave terminates or when the employee is released to return to work.

An employee shall cease to accrue seniority (but shall retain previously earned seniority) after the first 30 consecutive calendar days of an unpaid leave of absence or while on lay-off but eligible for recall. This language shall not apply to leaves that are covered by the Family Medical Leave Act.

The Water Works will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

4.2 Seniority Lists

The Water Works shall prepare and post seniority lists as defined in this Article on the bulletin boards designated in Article 2 on January 1 of each year. A new list shall be posted, when necessary, due to changes. The lists shall contain each employee's name, classification, date of hire, and seniority rank. A copy of the seniority list shall be furnished to the local Union at the time of posting.

For the first seniority list, the Water Works shall rank employees based solely on the employee's date of employment. Changes in seniority rank thereafter shall be based on the provisions of this Article.

Employees shall have thirty (30) days from the date of the initial seniority posting (March 20, 2001) to appeal their seniority rank. After that appeal time, the seniority shall be presumed correct and not subject to the grievance procedure. Employees hired after March 20, 2001 shall only have the right to grieve initial postings of their seniority rank. Only inaccuracies after the initial posting date may be grieved.

ARTICLE V

LAY-OFF PROCEDURE

5.1 Application of Lay-off

The Union recognizes the right of the Water Works to solely determine the necessity of a lay-off. Lay-offs shall be done in accordance with the procedures set forth in this Article. Such procedures shall not apply to lay-off of temporary employees.

5.2 General Lay-off Procedures

When a layoff or permanent hours reduction occurs, the following general rules shall apply:

- .1 Lay-off shall be by classification. [Note: special requirements or qualifications of a position shall be in writing and shall be posted. The Water Works may not rely upon special requirements and qualifications posted less than 30 days prior to a lay-off.]
- .2 The Water Works may not lay-off regular employees until they have eliminated all non-regular positions within the job classification, including temporary and/or seasonal employees.
- .3 The Water Works shall notify the affected employees at least thirty (30) calendar days prior to the effective date of the lay-off unless budgetary limitations require a lesser period of time.
- .4 Employees in the affected classification shall be laid off in accordance with seniority and ability. Lay-off shall be by seniority with the least senior employee being laid off first unless the less senior employee has special requirements and qualifications.

5.3 Bumping Rights

Employees affected by a lay-off may exercise bumping rights to any job classification they have previously successfully held. Employees shall be given a reasonable period to reinstate a lapsed license required for such previously held positions.

5.4 Re-call

- .1 An employee laid off because of reduction in force shall be offered a position in the classification from which he/she was laid off, if one becomes available, provided he/she meets the minimum qualifications for that position, before a new employee may be hired for such a position, provided such opening becomes available within eighteen (18) months of the day of such lay-off.
- .2 Recalls shall be made with the senior employee being recalled first, with employees who have bumped being recalled prior to employees who were laid-off; provided the more senior employee possesses the necessary qualification and ability to perform the work.

- .3 When a former employee is notified of an available position, he/she must make a decision to return to the Water Works in writing within five (5) calendar days or he/she will be removed from the re-employment list. The employee shall be given fourteen (14) calendar days from the date of acceptance of the recall notice to return to work.

ARTICLE VI

JOB POSTINGS - TRANSFER PROCEDURES

6.1 Job Opening Procedures

The Water Works shall have the exclusive right to determine if there is a vacancy subject to transfer in a new or existing position, and if a transfer or reassignment is feasible.

Job openings of positions subject to transfer within the bargaining unit, other than an opening in a temporary position, shall be posted for six (6) work days. The posting will list the minimum job requirements (noting special requirements and qualifications, if any), and all employees who possess the minimum job requirements are eligible to apply for the position. The Water Works shall solely determine the qualifications of all applicants who apply for each vacancy and reserves the right to hire the applicant, either internal or external, who the Water Works determines is the most qualified to fill the vacancy. Each internal applicant will be granted an interview. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the Union and employee.

6.2 Equal Qualifications

When determining qualifications, the Water Works may consider prior performance evaluations, educational background and training, qualifications, skills and ability and other relevant factors. When in the judgment of the Water Works two or more internal applicants have substantially equal qualifications, the internal applicant with the greatest seniority will be given priority.

6.3 Shift Changes

Before a vacancy is posted, employees within the job classification shall be allowed to bid for a shift change. For the purposes of shift bidding only, the employee with the greatest time within the classification shall be given priority.

ARTICLE VII

HOURS OF WORK

7.1 Definition

Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per workweek.

7.2 Assignment of Work

The Water Works may assign an employee to a shift or work schedule as needed to efficiently operate the Water Works' business. Nothing in this agreement shall be interpreted to limit the Water Works' ability to assign work to employees, including the right to assign, lengthen or shorten shifts or hours of work, or overtime as the Water Works, in its discretion, determines is best for the operation of the business.

7.3 Change in Work Schedules

The Water Works shall provide seven (7) calendar days to the Union and fourteen (14) to the employee before making a permanent change in work schedules.

7.4 Overtime

- .1 The Water Works shall pay overtime pay for hours worked in excess of forty (40) hours per work week. No overtime shall be paid until an employee has been credited for forty (40) hours. Holidays, Water Works approved training and conferences, approved paid leaves, hours actually worked, and non-work hours credited as a schedule adjustment shall count towards this forty (40) hour standard.
- .2 Overtime shall be compensated at time and one-half (1 1/2) for hours actually worked in excess of forty (40) hours except as set out below.
- .3 Employees (other than Water Treatment Plant Operators) not scheduled to work on Sundays who have qualified for overtime pursuant to 7.4.1 shall receive double (2 times) the employee's base hourly pay for all hours actually worked on a Sunday.
- .4 A Water Treatment Plant Operator scheduled for the 44/36 hour rotation who (1) is required to work in addition to his/her scheduled shift during a weekend day off; and (2) otherwise is qualified for overtime pursuant to 7.4.1 shall receive double (2 times) the employee's base hourly pay for all hours actually worked on the weekend days worked.

7.5 Breaks

All employees will receive two (2) fifteen (15) minute paid rest periods per day scheduled during the first and second halves of the employee's shift, unless otherwise scheduled by the employee's

supervisor. Work breaks will be taken at a location approved by the supervisor which is at or near the work location and travel time, if any, is included in the fifteen (15) minute time period.

7.6 Call-Back

The Water Works agrees that employees called back for duty after leaving work or called in on the employee's day off will be guaranteed a minimum of two (2) hours at the appropriate rate of pay. To qualify for call-back pay, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

7.7 Pyramiding Prohibited

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of an premium pay provided for under the provisions of this agreement for the same hours worked.

7.8 Meal Periods

The Water Treatment Plant Operator assigned to a 44/36 rotation shift will be allowed one-half hour paid meal break. General Office employees will be allowed a one hour unpaid lunch break. All other employees will be allowed a half hour unpaid lunch break.

7.9 Schedule Adjustment

For any unscheduled actual work of more than two (2) hours occurring between midnight and 4:00 a.m., the reporting time for the shift immediately following such unscheduled work will be adjusted for employees scheduled to work that shift. The reporting time will be adjusted to provide a six hour break. The supervisor shall advise employees of their starting time. Employees so affected shall be paid for all hours actually worked and for the hours they are excused from working on their regularly scheduled shift.

If the unscheduled work continues into the immediately following shift, employees scheduled to work that shift shall be granted time off, hour for hour in pay status, at the end of the shift, subject to a maximum of four hours of time off.

ARTICLE VIII

WAGES AND FRINGE BENEFITS

8.1 Wage Schedule

The pay for each job classification shall be as set out in the attached schedule. The Water Works may place a new employee on the schedule commensurate with the new employee's training and experience. Employees shall be compensated in accordance with their assigned job classification and job grade as set forth in Appendix A. See Appendix A.

8.2 Workers Compensation Benefits

According to applicable State law, the Water Works will provide Workers Compensation Insurance. Employees shall not be required to utilize sick leave or vacation prior to applying for Workers Compensation benefits. Upon request, employees may supplement Workers Compensation Benefits with accrued sick leave or vacation. However, the total compensation received shall not exceed the employee's present gross salary.

8.3 Deferred Compensation

The Water Works shall provide a deferred compensation plan that enables full-time employees to defer pre-tax income for retirement savings.

8.4 Flexible Benefits Plan

This benefit will enable employees to use pre-tax dollars for health care and child day care expenses. The Water Works agrees to provide this benefit through a flexible spending account from payroll deductions.

8.5 Temporary Assignment

An employee temporarily assigned (8 continuous hours or more) by the Water Works to a higher classification shall receive \$1.50 more per hour, commencing at the time of the temporary appointment.

8.6 Insurance

The Water Works shall offer to full-time regular employees a comprehensive health and medical insurance plan. The Water Works retains the right to select and change the health and medical insurance carrier. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period and dates of premium payments necessary for such coverage period, shall be determined by the insurance carrier. Such plan provides for two hundred fifty dollars (\$250) (single) and five hundred dollars (\$500) (family) up-front deductibles and a seven hundred fifty dollars (\$750) (single and family) maximum annual out-of-pocket deductible. Employees shall pay ten dollars (\$10) for PPO physician office visits, ten dollars (\$10) for generic prescription drug charge, twenty dollars (\$20) for preferred brand name drugs and thirty dollars (\$30) for non-preferred brand name drugs.

The Water Works agrees to pay one hundred percent (100%) of the cost of single coverage for the first year of this contract. For the second year of this contract, the Water Works agrees to pay ninety-eight percent (98%), and for the third year the Water Works agrees to pay ninety-seven percent (97%) of the cost. The employee shall pay, through regular payroll deductions, their share of the cost of the coverage not paid for by the Water Works on a monthly basis.

An employee with family coverage shall pay, through regular payroll deductions, eleven percent (11%) of the plan's established monthly rate for family coverage. The Water Works will pay the balance of the family premium.

The Water Works shall provide dental plan and shall pay one hundred percent (100%) of the cost of the premium for single coverage for each employee. Family coverage shall be at the option of the employee with any additional premium the responsibility of the employee through payroll deduction.

The Water Works shall keep effect a life insurance plan throughout the term of this contract for full-time regular employees. The Water Works shall pay one hundred percent (100%) of the cost of the basic insurance offered which includes the annual salary on the employee as well as two thousand five hundred dollars (\$2,500) of coverage for dependents of the employee. If the employee requests additional life insurance through the same carrier, the additional cost will be paid by the employee through payroll deduction.

This coverage described above is that which is in effect at the commencement of this contract. It shall continue unless adjustments are necessitated by changes in the City of West Des Moines Insurance Trust Plan or Administration. In the event of such changes by the Trust or Administration, the Union will be given notice and an opportunity to negotiate regarding their impact.

8.7 Sick Leave

.1 Accrual

Full-time employees shall earn 3.69 hours per pay period with a maximum accumulation of 1000 hours.

.2 Sick Leave Utilization

Sick leave may be used in the event of personal or immediate family illness as set forth in this section and section 8.7.3. Sick leave shall not be used for any reasons not specifically set forth in this section.

Employees may use accrued sick leave for their personal illness (both physical and mental), bodily injuries, medically-related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

Employees may use accrued sick leave for personal medical or dental appointments that cannot be scheduled at times other than during working hours.

Employees who are ill or have been absent because of a qualified ill immediate family member should complete a "Work Admittance Form" upon their return to work.

Employees will be permitted to use vacation in lieu of sick leave upon request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

Uses of sick leave shall be recorded in quarter hour increments. Fractional portions shall be rounded up or down to the nearest quarter hour.

Requests for sick leave must be made personally to the employee's supervisor as far in advance as possible. The employee may call his/her supervisor at home for this purpose if necessary.

The Water Works may require a statement from their health care provider certifying the illness for the period of time for the employee's absence.

The employee must notify his/her supervisor of the impending absence each day that the employee needs to use sick leave, unless the employee provides certification from their health care provider that states they are to remain absent from work until a specific date. The requirement for daily notification resumes the day after the physician's certification expires.

.3 Sick Leave for Immediate Family

An employee may use sick leave to attend to the health care needs of their immediate family members. Immediate family is defined as any person who is claimed as a dependent on the employee's federal income tax filing for his/her support or welfare on a daily basis (including, when claimed, spouse, child, parent, or other family member). The amount which may be used is as follows:

- a. The entire period of inpatient care in a hospice.
- b. The time required for medical care in a medical facility which is (1) necessary for the diagnosis of an illness or injury, (2) preceding the birth of a child, or (3) preceding a surgical procedure.
- c. To assist with or provide for up to three work days of home health care when determined to be medically necessary by the health care provider. This may not be used to extend sick leave benefits allowed for inpatient or home recovery.
- d. When sick leave benefits for any of the above situations have ended, the employee must contact their supervisor to update their status. If medically

necessary, the supervisor may allow up to three additional work days of sick leave for inpatient or home recovery.

- e. To assist with medical and dental appointments.
- f. In instances of health care needs of an employee's child, step-child, parent and/or parent-in-law, (even if they are not a legal dependent (as defined above)), the employee may use up to 32 hours of sick leave in a calendar year subject to the restrictions set forth in (a) through (e) above (in this section).

.4 Sick Leave at Retirement

On the first regularly scheduled pay day after an employee's retirement date, the employee or their beneficiary will be paid for unused sick leave, up to a maximum of 720 hours, at the employee's regular hourly rate of pay as of the retirement date.

For the purpose of this provision, a "retirement" shall be confirmed to the Water Works by means of documentation from the Social Security Administration and/or IPERS. This documentation must show that the employee has been approved for normal retirement benefits or the benefits associated with a disability.

8.8 Sick Leave Transfers

Employees requiring an extended absence beyond the total of accrued vacation and sick leave for a serious personal or family emergency for which sick leave would normally be used, may request to receive sick leave from other employees. The guidelines are as follows:

1. To receive sick leave from other employees, complete a Request to Receive Transferred Sick Leave form and submit it for approval, as follows:
 - a. The required leave must be for serious personal or family emergency, which requires all usage of accruals for both sick leave and vacation.
 - b. Provide verification of the need for and the duration of the leave. If the leave is due to a medical situation, a physician's statement, giving the anticipated length of leave, is necessary.
 - c. The employee must obtain the approval of their supervisor and the General Manager. Approval will not be unreasonably denied.
 - d. If the approval is granted after any leave without pay has been incurred, the transferred leave will be retroactive to replace any lost wages.
 - e. An employee, with written consent, may allow the Water Works to post a notice for requesting leave be transferred to the employee. The reason for the request will remain confidential.

2. An employee may contribute sick leave to another employee by completing a Request to Transfer Sick Leave form. These guidelines are to be followed:
 - a. Sick leave may be transferred in four (4) hour increments only.
 - b. The employee must obtain the approval of their supervisor and the General Manager. Approval will not be unreasonably denied and is NOT subject to Article 3.4.
 - c. Transfers will remain confidential.
 - d. The total time transferred shall not exceed the amount of time necessary for the receiving employee to qualify for benefits pursuant to Article VIII (long-term disability).
3. Employees who receive leave from other employee(s), must first exhaust all sick leave and vacation before any of the transferred leave will be used.
4. Any remaining transferred leave unused by the employee will be transferred back to the employee(s) who donated it.

8.9 Vacation

Vacation for full-time employees accrues biweekly up to a maximum depending on years of employment as follows:

LENGTH OF SERVICE	BIWEEKLY ACCRUAL	MAXIMUM ACCRUAL
0 months to 5 completed years	3.08 hours	160 hours
6 to 12 completed years	4.62 hours	240 hours
13 to 20 completed years	6.16 hours	320 hours
At the start of the 21 st year	7.70 hours	400 hours

Vacation time must be taken at times mutually acceptable to the employee and the employee's supervisor and when the employee's absence from work will not interfere with the work to be accomplished during the proposed absence. The Water Works' decisions to approve or deny vacation requests shall not be grievable under the provisions of Article III.

Vacation requests should be filed in writing with the employee's immediate supervisor.

Vacation requests of two (2) days or more filed on or before February 1 shall be granted, if they are granted at all, in accordance with seniority.

After February 1, requests for vacation time will be granted on a first-come first-served basis, without regard to seniority. At least one month's advance notice will normally be required.

Vacation of two working days or less must be scheduled as far in advance as possible, but no less than one working days prior to the first requested vacation day. You may schedule vacation of up to one work day (eight or twelve hours, as appropriate) without regard to the one working days advance notice requirement, if the vacation request is caused by a situation which, in the sole opinion of your supervisor, you could not reasonably control. Your request must be approved by your supervisor before the start of the proposed absence and your absence must not interfere with the work to be accomplished during your absence.

Once vacation periods have been scheduled, the Water Works shall make no changes in employee vacation schedules except to meet emergencies. In the event the Water Works finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year as he/she desires, providing it does not effect other employees' vacation periods. Every attempt will be made to grant employees vacation at the requested time.

If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof of said care being provided to the Water Works.

Use of vacation time shall be subject to the following limitations:

1. Each use of vacation time shall be subject to a one-quarter (1/4) hour minimum, so that any use of vacation time of less than one-quarter hour will be recorded as being one-quarter hour. This limitation will not apply if the vacation time was associated with a funeral. This provision shall not increase or decrease any overtime to which an employee is otherwise entitled.
2. Each use of vacation time shall be rounded up or down to the nearest quarter hour.
3. No advanced use of vacation time will be permitted.

8.10 Holidays

Regular full-time employees shall receive eight (8) hours of holiday pay for the following nine (9) holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday following Thanksgiving
Memorial Day	Christmas Day, and either the day before
Fourth of July	or day after
Labor Day	

Part-time and seasonal employees do not receive holiday pay.

Each regular full-time employee shall receive an additional two days (sixteen (16) hours) as floating holidays. Taking of this time is subject to limitations 1, 2 and 3 of paragraph 8.9. The sixteen (16) hours shall be credited to them on the first paycheck in January. The sixteen (16)

hours shall not be carried over to the next calendar year, nor be paid out at termination of employment.

Employees who work on a holiday shall receive two times (2 x) pay at their regular rate. For employees who work a Monday through Friday shift, holidays falling on Saturday will be recognized on Friday. If a holiday falls on Sunday, the holiday will be recognized on Monday.

Water Treatment Plant Operators assigned to a shift will observe holidays on the days the holidays are normally observed, regardless of weekends. The additional holiday at Christmas will be December 24.

There shall be no pyramiding of overtime as the result of holiday pay.

8.11 Long-term Disability Plan

The Water Works agrees to make available, at no cost to the Water Works, a long-term disability plan which pays 60% of an employee's salary.

ARTICLE IX

LEAVES OF ABSENCE

9.1 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor or General Manager shall furnish a written response as follows:

Requests for leave of absence not exceeding one (1) month shall be granted or denied within ten (10) calendar days. The Water Works will provide the reason for denial in writing.

Requests for leave of absence exceeding one (1) month shall be granted or denied within twenty (20) calendar days. The Water Works will provide the reason for denial in writing.

9.2 Leaves of Absence Without Pay

.1 Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the Water Works for any reason for a period up to but not exceeding one (1) year. Upon request, the leave may be extended for not more than one (1) additional year.

.2 Family and Medical Leave

FMLA Leave shall be granted as provided by federal law. Eligible employees may use any accrued sick time during an FMLA leave (if such leave is available to the employee pursuant to Section 8.7). Guidelines, conditions and forms regarding FMLA leave are available from the Office of General Manager.

.3 Union Conventions/Conferences/Meetings

Duly elected Union delegates or alternates to the annual conventions of the AFSCME International, AFL-CIO; the AFSCME Iowa Public Employees Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off, without pay, not to exceed a total of eighty (80) hours annually to attend said conventions.

Duly elected Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed forty (40) hours annually to attend said conferences. The Union shall give the Employer at least twenty (20) work days advance notice of employees who will be attending such functions whenever possible.

Time off taken pursuant to this section may be charged to vacation or leave of absence without pay as the individual employee may designate.

9.3 Paid Leaves of Absence

.1 Bereavement Leave

Leave of absence without loss of pay and not charged to sick leave or vacation will be granted to employees for work time lost due to death in the employee's family on the following basis:

- a. Because of a death in the employee's immediate family: up to 5 days. "Immediate family" includes the employee's spouse, child, parent, sibling, step-parents, and in-law parents. Bereavement leave will be granted in these situations upon the employee's notification to their supervisor; no approval is required.
- b. Because of a death of a grandparent or grandchild: up to 3 days. Bereavement leave will be granted in these situations upon the employee's notification to their supervisor; no approval is required.
- c. Because of a death of an aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, or any step relationship not listed in paragraph 1 and the employee's absence is approved by their supervisor: up to 8 hours.

To attend the funeral service of a current or former City of West Des Moines or West Des Moines Water Works employee, or elected or appointed official, and the absence is approved by the employee's supervisor: up to 4 hours bereavement leave may be allowed.

An employee may supplement the bereavement time allowed above with vacation or unpaid leave of absence if additional time away from work as a result of a death in their family is needed. While an employee must request their supervisor's approval of their desire to take vacation or unpaid leave of absence, the rules pertaining to the amount of advance notice are suspended when the request is associated with a death in their family.

Compensation for bereavement leave shall be based on the length of the employee's regularly scheduled work day (or less if a partial day is lost and exclusive of overtime, holidays, or other hours or days for which the employee is otherwise compensated) up to the maximum provided above.

When unusual circumstances exist that do not come under any of the foregoing, the General Manager may, at his/her sole discretion, permit paid or unpaid excused absences for funeral leave.

.2 Jury Duty

If an employee is called for jury duty, they will be allowed to serve. For any time the employee loses from work because of jury duty, they will be paid their full wage less the amount paid to them by the Court as shown on the pay slips furnished to them by the Clerk of Court. The employee may keep any expense or travel amount paid them by the Court.

The Water Works encourages employees to respond affirmatively to a call for jury duty. The Water Works will not normally grant a request for an employee to be excused from jury duty.

An employee dismissed from jury duty prior to the end of their scheduled work day is required to report back to work, provided there are at least two (2) hours remaining in the scheduled work day. Employees whose work is scheduled for a late evening shift will have their return to work schedule adjusted to allow for sleep time.

.3 Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided that neither the employee nor the union is a party to the proceedings. The employee shall remit witness fees to the Water Works.

.4 Delegates to Joint Labor/Management Committees

The Local Union President/Chapter Chair or his/her designee shall be granted time off, with pay, to attend regular meetings of Water Works' Joint Labor/Management committees.

.5 Paid Educational Leave

The Water Works retains the sole discretion to either grant or deny requests for paid educational leaves of absence. Requests for paid educational leave shall be submitted at least one hundred and twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests. The Water Works' decision granting or denying such leave requests are exempt from the grievance procedure and arbitration.

.6 Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

ARTICLE X

MISCELLANEOUS

10.1 Access to Personnel Files

Employees shall have the right to inspect their personnel files as permitted by law. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

10.2 Special Expenses

- .1 Upon direction and approval of the Water Works, the Water Works shall pay for registration fees, conference fees, and other authorized expenses, that are incurred in the performance of his/her duties as a Water Works employee.
- .2 If the event consists of one continuous session, upon request, employees may receive an advance payment of the estimated expenses associated with the event. Advance payments shall be promptly reconciled with actual expenses upon employee's return. Otherwise, the Water Works will reimburse employees upon presentation of receipts from the event.

10.3 Employee Assistance Program

The Water Works will provide an Employee Assistance Program (EAP) similar to the program currently in effect. The Water Works may direct the employee to seek professional assistance when necessary.

10.4 Labor/Management Meetings

The Water Works and Union agree to establish labor/management meetings at times as may be mutually agreed upon when requested by the local/chapter or the Water Works. Up to four (4) representatives from the Union and an equal number of management representatives will attend the meetings.

The purpose of the meetings shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or the Water Works. Union representatives will be in pay status for all time spent in labor/management meetings which are held during their regularly scheduled hours of employment.

10.5 Training, Licenses and Certificates

All licenses and/or certificates required by the Water Works or by the Department of Natural Resources and the Iowa Department of Public Health to conduct the business of the Water Works are shown on job description forms. For those required licenses and certificates, and others also required (except driving licenses), the Water Works shall pay all of the costs associated with obtaining and maintaining the licenses and certificates as noted on the job

description regardless of the grade of license or certificate. Those employees who presently hold a license and/or certificate will also have these maintained by the Water Works as noted on the job description.

The Water Works shall pay the differential in fees between a required but more costly driving license and an Iowa Drivers License, Type 1.

When continuing education is required for an employee to maintain licensure or certification required by their job, the Water Works agrees to pay for the training. Attendance at and travel to and from the training will be considered work time.

The Water Works shall not be required to pay for obtaining or maintaining licenses and certificates not shown on the employee's job description.

10.6 Tuition Reimbursement

The Water Works shall continue the current tuition reimbursement plan.

10.7 Pay Day

Employees shall be paid on a bi-weekly (26 checks per annum) basis. With concurrence of the employee payment may be in an electronic format.

10.8 Identification/Security Cards

All employees shall receive identification/security cards. The Water Works will replace at no cost all identification/security cards that wear out. Lost cards are the responsibility of the employee.

10.9 Time Cards

Employees shall have the right to review completed time card punches for accuracy. The employee then shall sign the time card verifying same.

10.10 Performance Evaluation

A conference regarding the evaluation will be held between the employee and the supervisor following the completion of the written evaluation. All formal evaluation reports will be placed in the employee's personnel file and upon request, the employee will be furnished with a copy of all reports. The employee has the right to respond to his/her performance evaluation, and such response shall become part of the evaluation report. Employees may grieve an evaluation if they are rated over-all needing improvement and then only on the basis that the evaluation is inaccurate or contains a mischaracterization.

10.11 Contracting

When a decision is made by the Water Works to contract or subcontract work which would result in the layoff of bargaining unit members, the Water Works agrees to a notification and discussion with the local union not less than thirty (30) days in advance of the lay-off. The notice, discussion, and the Water Works' decision to contract or subcontract shall not be subject to the grievance procedure or arbitration.

ARTICLE XI

HEALTH AND SAFETY

11.1 Responsibility

Employees will cooperate with the Water Works in abiding by Water Works rules and regulations as to health and safety. Nothing shall imply that the Union has undertaken or assumed any portion of the Water Works' responsibility. Employees are required to promptly report any injury or accident, or unsafe or unhealthy condition to supervision.

11.2 Tools and Equipment

Water Works owned tools and equipment shall be in a safe working condition. Employees are responsible for properly using and caring for the tools and equipment owned by the Water Works.

11.3 Protective Equipment

The Water Works shall furnish protective clothing and equipment (including non-prescription safety glasses or goggles) in accordance with applicable federal and state regulations. The Water Works shall continue to provide appropriate outer garment clothing for employees required to work in inclement weather or hazardous environments as has been provided.

11.4 Footwear

Employees required to wear safety shoes, boots, or walking footwear (water meter technicians) shall be provided up to one hundred fifty dollars (\$150) credit per calendar year. The form of reimbursement shall be a topic of the labor/management committee.

11.5 Uniforms, Personal Clothing and Safety Equipment

- .1 Where employees are required by the Water Works to wear uniforms, the Water Works shall (at no cost to the employee) provide them for such employees. For the purposes of this agreement, uniforms are defined as identically styled clothing and/or footwear uniquely related to the workplace and not appropriate for personal or other outside use. The Water Works shall replace damaged uniforms.
- .2 Depending on the employee's job classification, the Water Works shall provide certain items of personal clothing and safety equipment (these items will be provided by the Water Works as set out in the Employee Handbook). The Water Works may provide employees an allowance toward the purchase of other items of clothing and equipment.
- .3 Upon cessation of employment, employees shall return their uniforms and other Water Works issued items or costs shall be charged against the employee's final check.

Employees may wear one union lapel pin, not to exceed 3/4" in diameter on uniforms or their own clothing when at work.

- .4 Water Works provided clothing items are not to be worn for any away-from-work activity, or by any non-Water Works personnel at any time. The Water Works shall require that the employee replace clothing item(s) worn out or damaged by away-from-work use.
- .5 The Local Union will be notified in writing at least fourteen (14) calendar days in advance of any new requirements or changes in existing requirements (Employee Handbook) regarding uniforms.

ARTICLE XII

NO STRIKE NO LOCKOUT

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore for the duration of this agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Water Works.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements urging employees to immediately return to work.

The Water Works has the right to take any other action pursuant to Iowa Code Section 20.12.

No lockout of employees shall be instituted by the Water Works during the term of this agreement.

ARTICLE XIII

GENERAL

13.1 Complete Agreement

This agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal.

The Union and the Water Works acknowledge that, during the negotiations that resulted in this agreement, each party had an unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of negotiations. The understanding and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the Water Works and the Union, for the duration of this agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

13.2 Future Discussions

This article is not intended to prohibit a discussion between the Water Works and the Union in regard to existing practices or any changes effected by either the legislature or courts during the term of this agreement.

13.3 Saving Clause

In the event any provisions of this agreement conflict with the existing laws of the United States or the State of Iowa, as determined by a court of competent jurisdiction, that part of said agreement in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of this agreement not in conflict with the applicable laws shall be enforceable; and only that part that is held to be in conflict shall be unenforceable. Nothing contained in this agreement shall be construed as to require the Water Works or the Union to violate any applicable laws. Both the Water Works and the Union state that it is their intent to comply with all existing laws.

ARTICLE XIV


DURATION

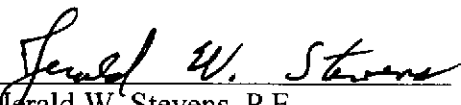
This agreement shall become effective on January 1, 2007, and remain in full force and effect through December 31, 2009 unless the parties mutually agree in writing to extend any or all of the terms of this agreement.


IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their representatives and their signatures placed thereon, all on this 1st day of Aug, 2007 at West Des Moines, Iowa.

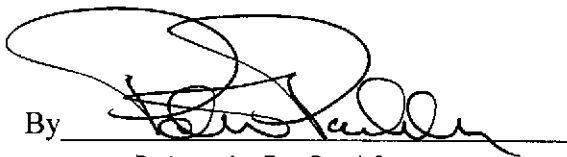
AFSCME/IOWA COUNCIL 61
LOCAL 3861

WEST DES MOINES WATER WORKS

By 
Rick Eilander
AFSCME/Iowa Council 61

By 
Gerald W. Stevens, P.E.
General Manager
West Des Moines Water Works

By 

By 
Peter L.J. Pashler
Counsel for the Water Works

WAGE ADMINISTRATION

1. Pay adjustments for Iowa Department of Natural Resources (IDNR) license level changes will take effect at the beginning of the pay period following the date on which written proof is submitted to the Water Works, subject to the provisions of paragraph 4, below. The pay adjustment will be approximately \$1.00 per hour, with the resulting hourly pay being converted to an annualized amount by multiplying the hourly pay by 2,080 hours per year. The actual pay adjustment shall be determined by rounding the annualized pay up or down, to the closest step on the pay scale, after the approximate \$1.00 per hour has been added.

This procedure ensures that employees receive an approximate pay adjustment of \$1.00 per hour, but the resulting salary must be "on step," rather than being between two steps.

2. Employees may apply for, and take, license upgrade examinations at any time they believe they are eligible under the rules of the IDNR. If the upgrade is to a level higher than that required by the Water Works, the Water Works expects to receive written notice two months before the date of the first time an employee takes a license upgrade examination. No advance notice is required for repeat examinations for the same license upgrade.

If an employee fails to provide two months notice of taking an examination for the first time, the resulting pay adjustment for passing the examination will be delayed to the beginning of the first pay period which starts two months after the day on which written proof of passing the examination was received by the Water Works.

An employee required by the IDNR to be licensed as a particular grade for their current position, loses such required license, their pay grade will be reduced to the pay grade applicable to their new level of license. The employee will continue to be employed by the Water Works only if the IDNR rules allow for an employee having a license grade lower than is required by the IDNR rules, may continue working under those rules for their current position. The employee will not be transferred to another position as a means of maintaining employment.

3. The Water Works may hire a new employee at any salary rate which is required to cause the desired individual to commit to Water Works employment, subject to the provision that no leap-frogging of current employees will occur in the same job classification within the same pay grade unless the candidate possesses skills, abilities and/or qualifications that meet significant Water Works needs or allow for the Water Works to maintain its operational efficiency. No employee shall be paid at a higher rate than the highest step of the pay scale.

In addition, salary schedule placement necessary for a promotion or transfer (to a position with the same or higher grade) shall be to the same or the next higher pay step in the new

paygrade. Transferred employees or employees displaced by Article V(3) to a position with a lower pay grade shall be placed on the lower pay grade at their current step.

4. Pay adjustments under paragraph 1 above and placement of new hires under paragraph 3 above will be made on the basis of the City of West Des Moines pay grid as of January 1, 2007 or as that grid is subsequently adjusted by the terms of this contract, paragraph 5 below.
5. Effective January 1, 2007, the pay grades and position assignments shall be as set forth in Appendix A. That Appendix reflects the following:

Pay Grade 6

Clerk, Water Treatment Plant
Water Meter Technician

Pay Grade 7

Water Distribution Specialist with no license or with Grade 1 license
Engineering Technician with no license or with Grade 1 license
Water Treatment Plant Operator with no license or with Grade 1 license
Residuals Equipment Operator with no license or with Grade 1 license
Maintenance Technician with no license or with Grade 1 license

Pay Grade 8

Water Distribution Specialist with Grade 2 license
Engineering Technician with Grade 2 license
Water Treatment Plant Operator with Grade 2 license
Residual Equipment Operator with Grade 2 license
Maintenance Technician with Grade 2 license

Pay Grade 9

Water Distribution Specialist with Grade 3 or Grade 4 license
Engineering Technician with Grade 3 or Grade 4 license
Water Treatment Plant Operator with Grade 3 or Grade 4 license
Residual Equipment Operator with Grade 3 or Grade 4 license
Maintenance Technician with Grade 3 or Grade 4 license

6. There shall be an across-the-board increase on January 1 of 2007 equal to 4.1%. Thereafter on January 1 of each successive year (2008 and 2009) an across-the-board increase shall be applied to the grid in Appendix A equal to the across-the-board increase implemented by the City of West Des Moines Public Works Department on the previous July 1. This increase shall be no less than 2.75% and no more than 4.1%. Appendix A will be adjusted for the 2008 and 2009 contract years and distributed to the Union and employees.
7. Effective on July 1, 2007, and July 1, 2008, each employee shall receive a three-step increase up to the maximum for their pay grade as reflected in Appendix A. Effective on

July 1, 2009 each employee shall receive a two-step increase up to the maximum for their pay grade as reflected in Appendix A.

8. Longevity. In addition to wages, all full-time employees shall receive the following longevity pay:

After completion of continuous years of service	January 1, 2007	January 1, 2008	January 1, 2009
5 years	350	350	350
10 years	550	550	550
15 years	750	750	750
20 years	950	950	950

Longevity years of service will be computed as of the December 31 preceding payment. Continuous service will be terminated by resignation, dismissal or retirement.

9. Probationary Employees. Probationary employees will not receive any of the pay increases described in paragraphs 1-7 above during the probationary period. Missed pay increases will take effect at the beginning of the pay period following the end of their probationary period. Thereafter, the increases described above in paragraphs 1-7 shall apply on the same schedule to that employee as they do to all other employees.

520633



WEST DES MOINES
Water Works
www.wdm-ia.com/water

MUNICIPAL WATER UTILITY -
BOARD OF TRUSTEES

GENERAL OFFICE
(515) 222-3460

Suite 1D
4200 Mills Civic Parkway
West Des Moines, IA 50265-2049

FAX (515) 222-3378

WATER TREATMENT AND
DISTRIBUTION
(515) 222-3465

1505 Railroad Avenue

FAX (515) 222-3469

TTD/TTY (515) 222-3334

EMAIL: waterworks@wdm-ia.com

July 3, 2007

Mr. Rick Eilander
AFSCME/Iowa Council 61
4320 N.W. Second Avenue
Des Moines, IA 50313

SIDE LETTER TO AGREEMENT (2007-2009) BETWEEN
WEST DES MOINES WATER WORKS AND AFSCME LOCAL 3673-15

Dear Rick:

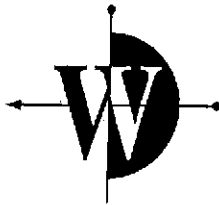
During the course of negotiations for the 2007-2009 contract between the West Des Moines Water Works and AFSCME Local 3673-15, it was agreed to include in the contract Article 8.5. In addition, it was agreed that for the life of this contract, when Kathy Davidson substitutes for Marty McPhee (or McPhee's successor(s), if any) during any of McPhee's absences from work (for example, sick leave or vacation), when such substitution is for eight continuous hours or more, that Davidson would receive the rate of pay that McPhee regularly earns. This understanding is not precedent setting nor does it establish a past practice application in other instances.

I trust that this conforms to your understanding.

Sincerely,

WEST DES MOINES WATER WORKS

By Jerald W. Stevens
Jerald W. Stevens, P. E.
General Manager



WEST DES MOINES
Water Works
www.wdm-ia.com/water

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EMAIL: waterworks@wdm-ia.com

July 3, 2007

Mr. Rick Eilander
AFSCME/Iowa Council 61
4320 N.W. Second Avenue
Des Moines, IA 50313

**SIDE LETTER TO AGREEMENT (2007-2009) BETWEEN
WEST DES MOINES WATER WORKS AND AFSCME LOCAL 3673-15**

Dear Rick:

During the course of negotiations for the 2007-2009 three-year contract between the West Des Moines Water Works and AFSCME Local 3673-15, it was agreed that Water Works Meter Technicians that take license upgrade examinations, eligible under IDNR rules for a grade I and II Water Distributions systems certificate, will be eligible to receive a \$1.00 per hour pay increase, to the nearest step, following the date on which proof is submitted to the Water Works that they passed the exam, subject to the provisions of paragraph 4 under the Wage Administration heading.

I trust that this conforms to your understanding.

Sincerely,

WEST DES MOINES WATER WORKS

By Jerald W. Stevens
Jerald W. Stevens, P. E.
General Manager



WEST DES MOINES
Water Works
www.wdm-ia.com/water

MUNICIPAL WATER UTILITY -
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TDD/TTY (515) 222-3334

EMAIL: waterworks@wdm-ia.com

July 3, 2007

Mr. Rick Eilander
AFSCME/Iowa Council 61
4320 N.W. Second Avenue
Des Moines, IA 50313

**SIDE LETTER TO AGREEMENT (2007-2009) BETWEEN
WEST DES MOINES WATER WORKS AND AFSCME LOCAL 3673-15**

Dear Rick:

During the course of negotiations for the 2007-2009 three-year labor contract the West Des Moines Water Works and AFSCME Local 3673-15 discussed the number of pay steps on Appendix A employees would receive on July 1, 2007, 2008, and 2009. It was agreed that on July 1, 2007 there would be a three (3) step pay increase, on July 1, 2008 there would be a three (3) step pay increase, and on July 1, 2009 there would be a two (2) step pay increase.

It was further agreed that the number of pay steps on Appendix A for July 1, 2009 would be changed from two (2) to three (3) if the West Des Moines Public Works Department in their labor negotiations included three steps effective for their fiscal year July 1, 2008 - June 30, 2009.

Sincerely,

WEST DES MOINES WATER WORKS

By Jerald W. Stevens
Jerald W. Stevens, P. E.
General Manager